

**FLASTER GREENBERG P.C.**

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*Attorneys for Defendants, Primerica, Inc., Primerica  
Financial Services, LLC, PFS Investments, Inc. and  
Primerica Convention Services Inc.*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

LES GIBLIN LLC.,

Plaintiff,

CIVIL ACTION NO: 2:20-cv-13827

v.

**ANSWER TO COMPLAINT**

HECTOR M. LAMARQUE,  
PRIMERICA, INC., PRIMERICA  
FINANCIAL SERVICES, LLC, PFS  
INVESTMENTS, INC., AND  
PRIMERICA CONVENTION  
SERVICES INC.,

Defendants.

Defendants, Primerica, Inc., Primerica Financial Services, LLC, PFS Investments, Inc.  
and Primerica Convention Services Inc. (collectively “Answering Defendants” and “Primerica”),  
by and through its undersigned counsel, hereby respond to the allegations in Plaintiff Les Giblin  
LLC’s (“Les Giblin”) Complaint as follows:

**I. INTRODUCTION**

1. Denied.

2. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied. By way of further response, Primerica does not make use of *Skill with People*.

10. Denied.

11. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law. By way of further response, Plaintiff improperly has attempted to conflate allegations related to LaMarque against Primerica. Primerica had not improperly used Skill with People in the past and was not reselling it on any Primerica platform.

12. Denied.

13. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law. By way of further response, Plaintiff improperly has attempted to conflate allegations related to LaMarque against Primerica.

14. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law. By way of further response, Plaintiff improperly has attempted to conflate allegations related to LaMarque against Primerica.

15. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

16. Denied in part; Admitted in part. It is admitted only that Plaintiff made certain allegations. The remaining allegations contained in this Paragraph of the Complaint are denied, including that Plaintiff demanded any specific payments from Primerica and Primerica asserts that no payments are required or warranted.

17. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law. By way of further response, Plaintiff had other options, including not bringing this unfounded action against Primerica.

## **II. PARTIES**

18. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Denied.

24. Admitted.

25. Denied.

### **III. JURISDICTION AND VENUE**

26. Admitted.

27. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

28. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

29. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

### **IV. BACKGROUND**

#### ***Skill With People and Its Author, World Renowned Speaker Leslie T. Giblin***

30. Denied.

31. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

32. Denied.

33. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

34. Denied.

35. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

36. Denied.

37. Denied.

***Defendants Capitalized on the Giblin Likeness, and Copied, Created Derivative Works from, and Diverted Sales of Plaintiff's Copyrighted Work***

38. Denied. By way of further response, Plaintiff continue to improperly and inaccurately conflate any alleged use by LaMarque with Primerica. To the contrary, Primerica did not, and does not, improperly use Skill with People.

39. Admitted in part; Denied in part. It is admitted only that LaMarque is referred to as a National Sales Director, he is an independent contractor and not an employee of Primerica.

40. Denied. By way of further response, Primerica does not use Skill with People.

41. Admitted in part; Denied in part. It is admitted only that the phrase is used in the 2019 financial disclosure. However, any suggestion that any work of Plaintiff is critical to Primerica's success is denied.

42. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

43. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

44. Denied. By way of further answer, the number of licensed sales representatives at the end of 2019 is 130,522.

45. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

46. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

47. Denied.

48. Denied.

49. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

50. Denied. By way of further response, Primerica does not list Skill with People on any of Primerica's websites.

51. Denied.

52. Denied.

53. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

54. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

55. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

56. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

57. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

58. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

59. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

60. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

61. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

62. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

63. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

64. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

65. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

66. Admitted in part; Denied in part. It is admitted only that Plaintiff alleged infringement. The remaining allegations are denied. By way of further response, Primerica is not using Plaintiff's alleged works.

**V. CLAIMS**

**COUNT I**  
**DIRECT COPYRIGHT INFRINGEMENT**  
**(17 U.S.C. § 101, *et seq.*)**

67. Primerica hereby incorporates its responses to the preceding paragraphs as though the same were set forth more fully at length herein.

68. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

69. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

70. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

71. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

72. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.



73. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

74. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

75. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

76. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

77. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

78. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

**COUNT II**  
**CONTRIBUTORY COPYRIGHT INFRINGEMENT**  
**(17 U.S.C. § 101, *et seq.*)**

79. Primerica hereby incorporates its responses to the preceding paragraphs as though the same were set forth more fully at length herein.

80. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

81. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

82. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

83. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

84. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

85. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

86. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

87. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

88. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

89. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

90. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

91. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

92. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

93. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

**COUNT III**  
**VICARIOUS COPYRIGHT INFRINGEMENT**  
**(17 U.S.C. § 101, *et seq.*)**

94. Primerica hereby incorporates its responses to the preceding paragraphs as though the same were set forth more fully at length herein.

95. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

96. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

97. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

98. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

99. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

100. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

101. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

102. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

103. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

104. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

105. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

106. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

107. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

108. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

**COUNT IV**  
**INFRINGEMENT OF PUBLICITY RIGHTS**  
**(New Jersey Common Law)**

109. Primerica hereby incorporates its responses to the preceding paragraphs as though the same were set forth more fully at length herein.

110. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

111. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

112. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

113. Denied. The allegations contained in this Paragraph of the Complaint contain conclusions of law.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays this Honorable Court for the following relief:

- A. For dismissal of the Plaintiffs' action and all counts with prejudice;
- B. For an order that Plaintiffs' shall take no relief from their complaint herein;
- C. For an award of Defendant's costs and attorneys' fees herein incurred; and
- D. For such further and other relief and the Court deems fair and just.

## **AFFIRMATIVE DEFENSES**

### **FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' Complaint fails to state a claim or cause of action against Defendants upon which relief may be granted.

### **SECOND AFFIRMATIVE DEFENSE**

Plaintiffs' Complaint is barred by the applicable statute of limitations.

### **THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the doctrine of laches.

### **FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the doctrine of equitable, collateral and/or promissory estoppel.

### **FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the doctrine of unclean hands.

### **SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs failed to act in good faith throughout the transaction in question and are thus barred from recovery.

### **SEVENTH AFFIRMATIVE DEFENSE**

Defendants have not breached any legal duty, contractual or otherwise, owing to Plaintiffs.

### **EIGHT AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred for failure to provide consideration to Answering Defendants.

### **NINTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to mitigate damages.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims for interest lack factual and legal foundation and should be dismissed.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims constitute frivolous litigation under FRCP 11.

TWELTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by their own acts and/or the acts of their representatives, attorneys or other agents who acted on their behalf.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred by the "Fair Use Doctrine" pursuant to Section 107 of the Copyright Act, 17 U.S.C. §107.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff waived any rights and claims to the alleged works.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff has authorized and/or consented to use of the alleged works.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendants have failed to join indispensable parties.

SEVENTEENTH AFFIRMATIVE DEFENSE

The action is barred by the doctrine of Laches.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff's action is barred by the doctrine of equitable estoppel.

NINETEENTH AFFIRMATIVE DEFENSE

Defendants' conduct was innocent, non-infringing, and not a willful infringement of copyright.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff has engaged in one or more acts that have misused their copyrights including but not limited to having wrongfully attempted to extend the scope of the limited monopoly granted by the Copyright Act.

TWENTY FIRST AFFIRMATIVE DEFENSE

Defendants reserve the right to assert one or more antitrust related claims.

TWENTY SECOND AFFIRMATIVE DEFENSE

Plaintiff has waived their rights to claim copyright infringement.

TWENTY THIRD AFFIRMATIVE DEFENSE

Plaintiff has abandoned or forfeited their copyrights.

TWENTY FOURTH AFFIRMATIVE DEFENSE

Plaintiff has acquiesced in any alleged copyright infringement.

TWENTY FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred since critical part or portions of their alleged protected copyrights are invalid due to consisting of un-protectable idea(s) or processes.

TWENTY SIXTH AFFIRMATIVE DEFENSE

This action is barred by limitations on exclusive rights.

TWENTY SEVENTH AFFIRMATIVE DEFENSE

Defendants reserve the right to amend its Answer to the Complaint and to assert additional defenses and/or supplement, alter or change the Answer upon completion of appropriate investigation and discovery.



**CERTIFICATION PURSUANT TO LOCAL CIVIL RULES 11.2 & 40.1**

I hereby certify that, to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

**DEMAND FOR JURY TRIAL**

Defendants Primerica hereby demand a trial by jury.

Respectfully submitted,

**FLASTER GREENBERG PC**

Dated: December 21, 2020

/s/ Jeffrey A. Cohen  
Jeffrey A. Cohen